

HONORABLE ROBERT J. BRYAN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

JOLENE ROGERS,

Plaintiff,

v.

GOOD SAMARITAN COMMUNITY  
HEALTHCARE and DOES 1-10, inclusive,

Defendants.

(Civil No. 07-5052 RJB)

STIPULATION AND  
PROTECTIVE ORDER

(Clerk's Action Required)

**STIPULATION**

Plaintiff Jolene Rogers by and through her attorney, Artis C. Grant, Jr. of Grant & Associates, and defendant Good Samaritan Community Healthcare, by and through its attorneys, Miller Nash LLP and Robert J. Zech, Jr. stipulate to the sub-joined order.

s/Artis C. Grant, Jr.

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STIPULATION AND PROTECTIVE ORDER - 1  
(Civil No. 07-5052 RJB)  
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**ORDER**

Pursuant to the Court's authority under Rule 26(c) of the Federal Rules of Civil Procedure and the foregoing stipulation, it is hereby ORDERED:

**A. CONFIDENTIAL INFORMATION AND/OR DOCUMENTS COVERED BY THIS ORDER**

The following information and/or documents that were or may be produced by either party in response to interrogatories or requests for production of documents, or as disclosures or as exhibits in a deposition, shall be designated as "confidential":

1. All medical or health care records of the plaintiff or any non-party.

2. All addresses, telephone numbers, wage and benefits information, social security numbers or any similar such information and/or documents of plaintiff and current and former employees of the Defendant.

3. All information and/or documents contained in any individual's "personnel file," time records, payroll record, and/or any other file or record maintained by Defendant and/or Defendant's agents pertaining to any current and/or former employee(s) of Defendant.

4. Any documents produced by a party in this action which are, in good faith, determined by the producing party to contain confidential or proprietary information, including without limitation, financial information, personnel and payroll information, financial or proprietary information, or other commercially sensitive or personally sensitive information of a non-public nature.

5. Any other information which the parties in good faith designate confidential.

**B. TREATMENT AND HANDLING OF CONFIDENTIAL INFORMATION AND/OR DOCUMENTS COVERED BY THIS ORDER**

1. Information and documents covered by this protective order shall not be used for any purpose except in connection with this litigation, and shall not be delivered, exhibited or disclosed to any person except:

- (a) Counsel and their clients involved in this litigation;
- (b) Employees of counsel assisting said counsel in the preparation and trial of this matter;
- (c) Any copying services or medical records services hired by counsel to obtain or copy documents for this litigation;
- (d) Stenographic reporters engaged for depositions or other proceedings necessary to the conduct of this action;
- (e) The Court or any Court personnel;
- (f) Experts or other witnesses with whom counsel consult in preparation for this litigation, as provided in paragraph 2.

2. Nothing in this protective order shall prevent the use of such discovery at time of depositions, trial, summary judgment, any motion before the court, or in any discovery hearing. If information and/or documents covered by the protective order are provided to or shown to non-party witnesses, the party sharing the information or showing the document shall instruct the non-party witness that the information and/or document is subject to a protective order and must be kept confidential. If information and/or documents covered by the protective order are used in or in support of pleadings or briefs, the fact that the information or documents exist may be referred to, but the confidential information or documents themselves shall be

3. **Filing Under Seal:** Any documents governed by this protective order, or containing information obtained from documents governed by this protective order shall be filed under seal pursuant to Local Rule 5(g).

4. Any information and/or document designated in good faith by the producing party as "confidential" shall be presumed to be "confidential" and subject to this order. Documents stamped "confidential" are considered to be designated as confidential.

5. Any party who receives information and/or documents from another party, or

1 during a deposition or other proceeding, that the receiving party in good faith considers to be  
 2 “confidential” may designate such information and/or documents “confidential,” and subject to this  
 3 order within fifteen (15) days of receipt of the information and/or documents, and thereafter such  
 4 information and/or documents shall be deemed “confidential” and subject to this protective order.  
 5 Any disclosure or use occurring prior to a party receiving notification that another party has  
 6 designated certain information and/or documents as “confidential” will not be considered a violation  
 7 of this order.

8           **6. Objections to Confidentiality Designations.** Any party who in good faith  
 9 disagrees with a designation of information and/or documents as “confidential” may apply to the  
 10 court for a determination that such information and/or document is not “confidential” and is not  
 11 subject to this order, but only after conferring in good faith with the producing party to ascertain  
 12 whether the information and/or document is properly designated as “confidential” and whether the  
 13 parties can reach an agreement as to the use of such information and/or document. In applying to the  
 14 court for a determination as to whether any information and/or document is “confidential,” the  
 15 moving party must certify that they have conferred in good faith with the producing party, as  
 16 provided for in this paragraph. Failure to so certify, or failure to confer in good faith, may subject  
 17 the party and/or the party’s attorneys to sanctions.

18           **7. No Waiver.** The inadvertent, unintentional, or *in camera* disclosure of any  
 19 confidential document (or information therein), or any document subject to confidentiality protection  
 20 under this Order but not marked as such (or information therein), shall not, under any circumstances,  
 21 be deemed a waiver, in whole or in part, of any party’s claim of confidentiality. Further, nothing  
 22 contained in this Order, and no action taken pursuant to it, shall prejudice or waive the right of any  
 23 party to contest the alleged relevancy, admissibility, or discoverability of any document or  
 24 information, whether confidential or not.

25           **8. Nontermination.** The provisions of this Order shall survive the termination  
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1 of this action. Within thirty (30) days after final conclusion of all aspects of this litigation, all  
 2 confidential documents subject hereto and all copies of the same (other than those in the possession  
 3 of outside counsel or filed with the Court) shall, at the request of the party producing and/or  
 4 designating the documents, be returned to that party and the returning party shall provide the  
 5 requesting party a written certification that it has not retained any copies (either in hard copy or  
 6 electronic form) of the confidential documents. If, after thirty (30) days after final conclusion of all  
 7 aspects of this litigation, the party who produced and/or designated the confidential documents does  
 8 not request return of the documents, the documents shall be destroyed and the destroying party shall  
 9 provide a written certification to the producing party that it has not retained any copies (either in  
 10 hard copy or electronic form) of the confidential documents.

11           9.     **Modification.** The terms of this protective order may be modified by  
 12 stipulation of the parties or further order of the Court.

13           DATED this 7<sup>th</sup> day of May, 2007.

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 15 ROBERT J. BRYAN  
 United States District Judge

16 Presented by:  
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21 Approved as to form, notice of presentation waived:  
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 26